

STATE OF WISCONSIN CIRCUIT COURT RACINE COUNTY

RODNEY ARTHUR and CATHERINE MARIE JENSEN
3301 S.E. Frontage Road,
Mount Pleasant, Wisconsin, 53177,

Plaintiffs,

vs.

VILLAGE OF MOUNT PLEASANT
a Wisconsin municipal corporation,
8811 Campus Drive,
Mount Pleasant, WI 53406,

and,

VILLAGE OF MOUNT PLEASANT COMMUNITY
DEVELOPMENT AUTHORITY,
8811 Campus Drive,
Mount Pleasant, WI 53406,

Defendants.

SUMMONS

THE STATE OF WISCONSIN

To each person named above as a Defendant:

You are hereby notified that the Plaintiffs named above have filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within 20 days of receiving this summons, you must respond with a written answer, as that term is used in chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is Racine County Courthouse, 730 Wisconsin Avenue, Racine, WI, 53403, and to Eminent Domain Services, LLC - 131 W. Wilson Street, Suite 304 Madison, Wisconsin 53703. You may have an attorney help or represent you.

If you do not provide a proper answer within 20 days, the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 21st day of August 2018.

Eminent Domain Services, LLC

Electronically Signed by Erik S. Olsen

Erik S. Olsen
State Bar No.: 1056276
Andrew D. Weininger
State Bar No.: 1084096

131 W. Wilson St., Ste. 304
Madison, WI 53703-3270
Telephone: (608) 661-8509
Facsimile: (608) 338-0889

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COMPLAINT - RIGHT TO TAKE

Now come RODNEY and CATHERINE MARIE JENSEN by their attorney Eminent Domain Services, LLC, by Erik Olsen, attorney for the plaintiffs, and allege and plead as follows:

- 1) This is a right-to-take action brought under Wis. Stat. § 32.05(5), the 5th and 14th Amendments to the United States Constitution, 42 U.S.C. § 1983, Wis. Const. art. I, § 13, 42 U.S.C. §§ 4601–55, 6102, 49 C.F.R. § 24.8 and Wis. Stat. § 840.03(1).
- 2) Plaintiff(s) own certain real estate ("the Property") in Racine County, where their home is located, and where they live. The Property is more particularly described in the redacted Jurisdictional Offer which is attached hereto as Exhibit A and incorporated herein by reference.
- 3) The Property is not blighted by any definition.
- 4) Defendants are the entities above-captioned, located at the address above-captioned.
- 5) Defendants are facilitating the construction of an electronics and information technology manufacturing zone ("EITM zone") where a large LCD and Television manufacturing company known as Foxconn will be located. In conjunction with the EITM zone, the Defendants are undertaking a road reconstruction and land acquisition project (the "Project").
- 6) Defendants seek to acquire the Property for the Project, and for the direct benefit of Foxconn.
- 7) The Project is regulated by Wis. Stat. ch. 32.
- 8) The Project is regulated by Federal Law including 42 U.S.C. 61 and 49 C.F.R. 24.
- 9) As part of the Project, the Defendants are attempting to acquire land from the Plaintiffs as further outlined in the Jurisdictional Offer which is attached hereto and incorporated herein by reference (the "Taking").
- 10) The Taking implements or executes a policy statement, ordinance, regulation, or

decision officially adopted and promulgated by the Defendants' officers, and the Defendants acted under the color of state law when they deprived the Plaintiffs of right(s) under federal law and the federal constitution.

11) The Defendants' attempted taking of Plaintiffs' property is defective for the following reasons:

- a. The Defendant failed to negotiate in good faith prior to making the jurisdictional offer, and failed to afford the Plaintiffs equal protection when the Plaintiffs' similarly situated neighbors were paid as much as ten times the value of their property while Plaintiffs were offered only 1.4 times the value of their property, and when the Defendants attempted to declare the Plaintiffs' property as blighted property when it obviously was not blighted;
- b. The taking violates s. 32.03 of the Wisconsin Statutes by taking property for, or for the direct benefit of, a private corporation when none of the exceptions listed in the statute are present;
- c. The Taking exceeds the scope of the relocation order;
 - a. The relocation order is void and unlawful;
 - d. The Taking exceeds the scope of what is reasonably necessary for the stated purpose of the Taking;
 - e. The condemning authority has failed to adequately relocate the Plaintiffs;

12) Wherefore, the Jurisdictional Offer is void and the Taking is void.

RELIEF SOUGHT

WHEREFORE, the Plaintiffs demand Judgment from the Court against Defendant

as follows:

- A. For an order declaring the Jurisdictional Offer, and all actions undertaken thereafter by Defendant, null and void;
- B. For an order prohibiting the recordation of an Award of Damages or voiding it if it has been recorded and a preliminary injunction and injunction against the Defendant;
- C. For judgment determining that the Defendant does not have the right to condemn part or all of the property described in the Jurisdictional Offer;
- D. For an order requiring Defendant to pay Plaintiffs' litigation expenses in accordance with applicable statutes; and
- E. For such other relief as this Court deems just and equitable.

Dated this August 21st, 2018.

EMINENT DOMAIN SERVICES, LLC

/s/ Erik S. Olsen
Erik S. Olsen
State Bar No.: 1056276
Andrew D. Weininger
State Bar No.: 1084096

131 W. Wilson St., Ste. 304
Madison, WI 53703-3270
Telephone: (608) 661-8509
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July 31, 2018

CERTIFIED MAIL

Rodney A. Jensen
3301 SE Frontage Road
Mount Pleasant, WI 53177

Re: Project ID 1320-25-00, East Frontage Road
Village of Mount Pleasant
Racine County
Parcel 213

Dear Mr. Jensen:

On June 26, 2018, you were issued the Village of Mount Pleasant's initial offer to purchase new right of way required for the reconstruction of East Frontage Road. The initial offer was based upon an appraisal prepared by Valbridge Property Advisors. On July 20, 2018, you were issued a revised offer from the Village in an attempt to negotiate for the purchase of the property.

Because the negotiations for this transaction have failed to reach a satisfactory conclusion, it is now necessary for the Village of Mount Pleasant to provide you with the enclosed Jurisdictional Offer.

Providing this Jurisdictional Offer is one of the required actions set forth in Chapter 32 of the Wisconsin Statutes in order to acquire lands and interests through the eminent domain process. This process is more fully explained in the information sheet entitled, "The Rights of Landowners under Wisconsin Eminent Domain Law," that was previously given to you.

You now have twenty (20) days from the postmark date of this mailing to either accept or reject the Jurisdictional Offer.

It remains the Village of Mount Pleasant's desire to reach a negotiated settlement. Please carefully consider this Jurisdictional Offer, and should you wish to accept the terms, please sign it as accepted on the second page and mail it to me.

EXHIBIT A



If there is no response from you by August 20, 2018, the Village will presume that this offer is rejected, and will then proceed to acquire this parcel through the eminent domain process by issuing an Award of Damages pursuant to section 32.05(7) of the Wisconsin Statutes.

G.J. Miesbauer and Associates, Inc. is acting as an agent for Village of Mount Pleasant. Please call me at (608) 424-3330 if you have any questions regarding the terms of this Jurisdictional Offer.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter Miesbauer".

Peter Miesbauer
GJ Miesbauer & Associates, Inc.
Agent for the Village of Mount Pleasant

Enclosures

cc: Chase Home Finance, LLC (with enclosures via certified mail)
Veolia ES Solid Waste Midwest, Inc. (with enclosures via certified mail)
State of Wisconsin, Department of Revenue (with enclosures via certified mail)
State of Wisconsin, Department of Workforce Development (with enclosures via certified mail)
American Technologies, Inc. (with enclosures via certified mail)
Erik Olsen, Attorney (with enclosures via U.S. mail)

JURISDICTIONAL OFFER

Ipa1786 09/2011 (Replaces 3029) s.32.05 Wis. Stats.

Date

July 31, 2018

To

Rodney A. Jensen, a/k/a Rodney A. Jensen, Jr, a married man; Chase Home Finance, LLC; Veolia ES Solid Waste Midwest, Inc.; State of Wisconsin, Department of Revenue; State of Wisconsin, Department of Workforce Development; American Technologies, Inc., hereinafter referred to as Owner.

Relocation Order Date	Relocation Order Filed in the office of the County Clerk on 03/18/2016	County Racine	Public Purpose for Property Highway or other transportation related purposes
03/14/2018			

Village of Mount Pleasant, hereinafter referred to as Purchaser, offers to purchase a parcel of real estate and/or rights therein in which you own an interest all as particularly described on attached page, and agrees to pay the sum of:

within 60 days from the acceptance of this offer.

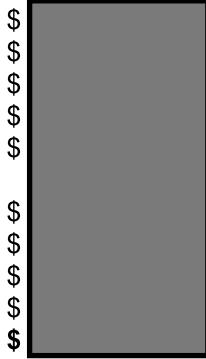
A. The said property, and/or rights as described, are required by the Village of Mount Pleasant for the public purpose stated above, as more fully described in the Relocation Order, date and place of filing specified above. The Village of Mount Pleasant in good faith intends to use the above-described property for such public purpose.

B. The Village of Mount Pleasant proposes to occupy and the Owner will vacate the premises on September 10, 2018.

C. Pursuant to s.32.05(3)(d) Wis. Stats., the above purchase price is allocated as follows:

(a) Loss of land, including improvements and fixtures actually being acquired	\$
(b) Damages caused by loss of existing rights of access	\$
(c) Damages caused by loss of air rights	\$
(d) Damages caused by loss of legal nonconforming use	\$
(e) Damages resulting from actual severance of land including damages resulting from severance of improvements or fixtures and proximity damage to improvements remaining on Owner's land	\$
(f) Damages to property abutting on a highway right of way due to change of grade	\$
(g) Cost of fencing reasonably necessary to separate land taken from remainder	\$
(h) Market value of uneconomic remnant	\$
(i) Other -	\$

Total

\$ 

Compensation for additional items of damage listed in s.32.19 Wis. Stats. has not been included. If any such items are shown to exist the owner may file claims as provided in s.32.20 Wis. Stats.

D. The purchase price is based upon an appraisal of the owner's property of which a copy of the appraisal report has been provided to the owner and is available at Mount Pleasant Village Hall, 8811 Campus Drive, Mount Pleasant, WI 53406, upon appointment.

E. Owner has 20 days from the date of personal service of this offer, if personally served, or 20 days from the date of postmark of the certified mail envelope transmitting this offer, if transmitted by mail, or 20 days from the date of publication of this offer, if published, in which to accept this offer, unless such time is extended by mutual written consent of Owner and Purchaser. Acceptance shall be as follows: Owner must execute the acceptance clause on back of this offer on or prior to August 20, 2018; and the offer and acceptance must be delivered to Purchaser at G.J. Miesbauer & Associates, Inc., PO Box 470, Belleville, WI 53508 not later than regular office closing time of 4:30 p.m. on August 20, 2018, or mailed to Purchaser at the last above stated address in an addressed, postage prepaid envelope bearing postmark of not later than 12:00 midnight on August 20, 2018.

F. If the Owner does not accept this offer as set forth, Owner has 40 days from the date of service, postmark or publication of this offer to commence a court action to contest the right of condemnation as provided in s.32.05(5) Wis. Stats. provided that the acceptance and retention of any compensation resulting from an award made prior to the commencement of such an action shall be an absolute bar to such action.

G. If owner agrees to accept the Jurisdictional Offer, it is considered a negotiated purchase; therefore, the condemnor must record the conveyance with the Register of Deeds in the county where the land is located. Also, all owners of record should receive by certified mail a copy of the conveyance and a notice of their right to appeal within 6 months after the

date of the recording of the conveyance. Such an appeal would challenge the amount of compensation received by the property owner from an accepted Jurisdictional Offer.

- H. Owner has 2 years from the date of the recording of an award, as described in s.32.05(7) Wis. Stats., in the office of the Register of Deeds in which to appeal for greater compensation without prejudice to Owner's right to use the compensation given to Owner by the award. Owner's right of appeal is subject to the provisions of s.32.05(9)(a) and (11), Wis. Stats.
- I. The law provides for the payment of litigation expenses by the condemnor under certain circumstances, and these costs are defined in Ch. 814 of Wisconsin Statutes.
- J. If this offer is accepted by Owner, the transfer of title shall be accomplished within 60 days after acceptance including the payment to Owner of said purchase price, provided however, that notwithstanding any provision herein to the contrary, said 60-day period may, at the request of the Owner, be extended by mutual written agreement of the Owner and Purchaser.
- K. This offer may be withdrawn by Purchaser at any time prior to its acceptance by Owner.
- L. Real estate taxes for the current year shall be prorated as of the date of proposed occupancy set forth, said proration to be based upon the latest available tax assessment.
- M. Purchaser will prepare necessary instruments to accomplish said transfer. Transfer shall be by Warranty Deed unless a lesser conveyance is accepted by Purchaser. Transfer shall be free of defects and encumbrances but subject to ordinances and restrictions of record.
- N. If all persons or entities designated as Owner do not accept this offer within the time specified, this offer will be deemed to have been rejected by all such persons or entities notwithstanding the acceptance by one or more of such persons or entities.
- O. Included in the purchase price is payment in full for the acquisition of the following items now on the described property: Description on additional page(s).
- P. This offer, if accepted by Owner, shall constitute a binding contract.



Peter Miesbauer

Agent for the Village of Mount Pleasant

Title

If owner is not a firm or corporation, check and sign here:

Accepted Rejected

If owner is a firm or corporation, check and sign here:

Accepted Rejected

Owner Signature

Date

Owner Signature

Date

Owner Signature

Date

Owner Signature

Date _____

Name of firm or corporation

Officer Signature

Date

Title

Officer Signature

Date

LEGAL DESCRIPTION

Fee Title in and to the following property in Racine County, State of Wisconsin, described as:

That part of the Southwest 1/4 of the Northwest 1/4 of Section 30, Township 3 North, Range 22 East, described as follows: Commence at a point on the East-West 1/4 line of Section 30 located North 89° 35' 59" East 247.90 feet from the West 1/4 corner of said Section, said point also being on the East right of way of IH-94; thence North 05° 24' 21" West 278.11 feet along said East right of way line to the point of curvature of a curve to the right or Westerly convexity whose radius is 12007.72 feet and whose chord bears North 05° 17' 28" West 48.13 feet; thence Northerly along the arc of said curve and East line of said right of way to the point of beginning this description; run thence North 89° 35' 59" East 550.00 feet; thence North 01° 03' 35" West 255.00 feet; thence South 89° 35' 59" West 456.37 feet to the East right of way of the East Frontage Road of IH-94 and a point on a curve to the left of Westerly convexity whose radius is 768.65 feet and whose chord bears South 20° 32' 13" West 252.61 feet; thence Southwesterly 253.76 feet along the arc of said curve and East Frontage Road right of way to a point on a curve to the left of Westerly convexity whose radius is 12007.72 feet and whose chord bears South 05° 07' 50" East 19.09 feet; thence Southerly 19.09 feet along the arc of said curve and East right of way of IH-94 to the point of beginning. EXCEPTING THEREFROM land conveyed for highway purposes in Document No. 2291038. Said land being in the Village of Mt. Pleasant, Racine County, Wisconsin.